

B

LEASE

24th Nov. A.R.

INDENTURE OF LEASE made this ~~20th~~ day of November, 1967 by and between ABE L. ROTHSTEIN, WILLIAM M. GLOVSKY and JACK ROSENFELD, Trustees of Rothstein Realty Trust under Declaration of Trust dated December 1, 1964 and recorded with Essex North District Registry of Deeds in Book 1023, Page 449 (hereinafter called "Lessor") and LAWRENCE MAID FOOTWEAR, INC., a New York corporation having a usual place of business in Lawrence, Essex County, Massachusetts (hereinafter called "Lessee").

WITNESSETH THAT:

1. Lessor does hereby demise and lease unto Lessee, and Lessee does hereby demise and lease from Lessor, that portion of Floor No.1A of the building known and numbered as 5 South Union Street, Lawrence, Massachusetts, which is outlined in red on the plan annexed hereto (hereinafter called the "demised premises"); together with the following appurtenances thereto:

- (a) the exclusive use of spaces for the parking of ten (10) automobiles at such locations in the immediate area as are designated by the Lessor, the same to be subject to change by the Lessor at any time and from time to time (it being specifically understood and agreed that the Lessee shall not suffer or permit any of the Lessee's employees, officers or agents to park on the property of the Lessor except only in said assigned spaces); and
- (b) the right to pass and repass over the area between the three (3) Doors marked on said plan and Merrimac Street.

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The demised premises shall be used by Lessee only for the manufacture ~~and~~ storage^{and distribution} of shoes, the distribution and assembly of parts for shoes and the storage of upper leather and other materials to be used in the manufacture of shoes and shoe boxes and for no other purpose or purposes whatsoever.

2. The term of this Lease shall be five (5) years beginning January 1, 1968 and ending December 31, 1972, unless sooner terminated as hereinafter provided.

Lessee shall have the option to extend the term for five (5) years beginning January 1, 1973 and ending December 31, 1977 on all of the terms and conditions hereof except that the fixed annual rent during the extended term shall be Thirty-three Thousand, Eight Hundred Dollars (\$33,800.), payable in equal monthly installments of Two Thousand, Eight Hundred Sixteen and 67/100 Dollars (\$2,816.67), payable on the first day of each month in advance beginning January 1, 1973. Said option may be exercised only by written notice to Lessor on or before June 30, 1972.

3. YIELDING AND PAYING as rent therefor as follows:

- (a) The fixed annual rent of Twenty-eight Thousand, Six Hundred Dollars (\$28,600.) during the term of this Lease (based on 52,000 square feet at 55¢ per square foot), payable in equal monthly installments of Two Thousand, Three Hundred Eighty-three and 33/100 Dollars (\$2,383.33) the first monthly installment for the month of January, 1968 to be paid upon the execution and delivery of this Lease, and payments thereafter to be made on the first day of each month in advance beginning February 1, 1968.
- (b) Additional rent equal to one-tenth (1/10th) of the amount, if any, by which the real estate taxes assessed on the land and building known and numbered as 5 South Union Street, Lawrence, Massachusetts, for each calendar year exceed the real estate tax thereon (as finally

determined) for the year 1967. Lessor shall furnish Lessee with a copy of the 1967 tax bill and will notify Lessee if there is any reduction or abatement thereof. Payment of any amount due under this subparagraph (b) shall be made by Lessee to Lessor within fifteen (15) days after the receipt of written notice by Lessor to Lessee of such increase and the amount thereof (which notice shall be accompanied by a copy of the tax bill for the year in question); provided, however, that Lessee shall not be obligated to make payment more than thirty (30) days prior to the last day on which said real estate taxes may be paid without incurring any interest or penalty. If the said taxes are subsequently abated, Lessor upon receipt of the abatement shall refund to Lessee one-tenth (1/10th) of the net proceeds of such abatement (i.e., the amount thereof less all costs, including attorneys' fees, incurred by Lessor to obtain the same), but in no event more than the amount paid by Lessee with respect to the year for which such abatement was granted. The term "real estate taxes", as used herein, shall include betterment assessments; provided, however, that any taxes due to an increased assessment resulting from improvements by Lessor shall be excluded from the taxes before the calculation is made under this subparagraph.

Lessor covenants and agrees that Lessor will furnish to Lessee, without additional charge:

- (i) Heat at a level of 68° F. or more between 7:00 A.M. and 5:00 P.M., Monday through Friday of each week (exclusive of holidays) and heat of not less than 50° F. at all other times; and
- (ii) Water for lavatory purposes (it being specifically understood and agreed that if Lessee requires water for any other use, including processing of materials, it will be the obligation of Lessee to install a separate meter to measure the same and to pay for all such water).

Lessor further agrees that if Lessee gives Lessor reasonable advance notice, Lessor will furnish heat at daytime levels between 5:00 P.M. and 7:00 A.M.

or on other days at a charge of \$7.50 per hour, all such charges to be paid promptly when billed.

The foregoing obligations of Lessor shall be subject to interruptions caused by fire, strike, labor difficulties, governmental regulations, inability to obtain fuel from regular sources of supply or other causes of the same or different nature beyond the reasonable control of Lessor. Under no circumstances shall Lessor be liable for any consequential damages caused by Lessor's failure to furnish said services.

4. Lessor covenants and agrees to make all repairs to the structure of the building (including the roof, exterior walls, foundation and the structure of the floors, but not the surfaces thereof) which are required to keep the same in as good order and condition as is necessary to permit the use of the demised premises by Lessee for the purposes permitted by this Lease; provided, however, that any such repairs which are made necessary because of the act or neglect of Lessee or its agents or servants shall be made by Lessee at its cost and expense. Lessor shall not be deemed to be in violation of its obligations under this Paragraph 4 unless Lessor fails to make any such repairs within a reasonable time after written notice of the need for the same has been given by Lessee to Lessor, taking into account any delays that may be caused by fire, strike, inability to obtain materials,

governmental regulations or any other cause of the same or different nature beyond the reasonable control of Lessor.

Subject to the foregoing obligation of Lessor, Lessee covenants and agrees that Lessee will keep all and singular the demised premises and all appurtenances (but not the sprinkler system) in such repair, order and condition as the same are in at the commencement of the term or may be put in during the continuance thereof, damage by fire or unavoidable casualty only excepted; and will, at the expiration of its tenancy, peacefully yield up to Lessor the same, and all erections and additions made to or upon the same, in such repair and condition in all respects as Lessee is obligated to keep the same in during the term hereof. Without limiting the generality of the foregoing, it is specifically understood and agreed that Lessee will keep the surface of the floor in the demised premises in good order and condition and will leave the same in good order and condition.

5. Lessee covenants and agrees that during the term hereof (including any extension or renewal thereof) and for such further time as Lessee shall hold the demised premises or any part thereof, Lessee:

- (a) will not use the demised premises or suffer or permit the same to be used for any purpose other than as set forth in Paragraph 1 hereof;
- (b) will pay the rent and other charges provided for herein at the times and in the manner specified;
- (c) will pay when due all charges for the use of water, electricity and other utilities and services rendered to the demised premises, except water for lavatory purposes (it being specifically

understood and agreed that Lessee will install at Lessee's expense a separate meter for measuring the electricity used in the demised premises);

- (d) will keep good with glass of the same kind and quality as that which may be injured or broken all the glass now or hereafter in the demised premises, unless the same shall be broken by fire or other insured casualty, acknowledging that the glass is now whole;
- (e) will not make any alterations or additions to the demised premises without first obtaining on each occasion the written consent of Lessor (which consent will not be unreasonably withheld);
- (f) will not injure, overload or defact the demised premises in any way, nor suffer or permit the demised premises, or any part thereof, to be injured, overloaded, or defaced; nor permit any signs, placards or awnings to be placed upon the demised premises or said building except such and in such place and manner as Lessor shall in writing have approved; ~~excepting, however, door signs which will properly identify the Lessee and Sub-Lessee.~~ *U. R.*
- (g) will not assign this Lease nor underlet the whole or any part of the demised premises without first obtaining written consent of Lessor (which consent will not be unreasonably withheld); provided, however, that Lessee may, without such consent, sublet a portion of the demised premises to New York Terminal Co. for field warehousing of shoes;
- (h) will not make, allow or suffer any unlawful or improper use thereof or any occupation thereof contrary to law or to any municipal by-law or ordinance for the time being in force, or that shall be injurious to any person or property;
- (i) will not cause or permit the emission of any unreasonable noise or odor from the demised premises by the operation of any instrument, apparatus or equipment therein;
- (j) will conform to all valid rules and regulations of Boards of Health and any other public officers or authority, and also to all reasonable rules now or hereafter made by Lessor for the care or use of said building and its approaches;

(k) will permit Lessor to remove any placards, signs, or awnings not approved and affixed as herein provided, and, at reasonable times, to enter to view the demised premises, and to make repairs, improvements, alterations or additions thereto or thereon, if Lessor shall elect to do so or to show the demised premises to persons wishing to lease or buy;

(l) at any time within six months next preceding the expiration of the term, will permit the notice of "to let" or "for sale" to be placed upon the demised premises and remain thereon without hindrance or molestation; and

(m) will pay all Lessor's expenses, including reasonable attorneys' fees, incurred in enforcing any obligation of Lessee or remedies of Lessor under this Lease and any extension thereof, or in recovering possession of the demised premises upon any termination thereof.

6. Lessee further covenants and agrees that during said term (including any extension or renewal thereof) and for such further time as Lessee shall hold the demised premises or any part thereof; Lessee will comply with all requirements of the New England Fire Insurance Rating Association (or any similar body succeeding to its powers) and any local Board of Fire Underwriters; will not make, allow or suffer any use or occupation of the demised premises that may make any insurance on the building or buildings of which the demised premises are a part or the contents thereof, void or voidable; and that in the event that Lessee does or permits anything to be done on the demised premises which -

(a) is classified as a "common hazard" or "special hazard" by any such Association; or

(b) causes an aftercharge; or

(c) otherwise increases insurance rates and premium charges over those which would apply but for the doing of such things;

then Lessee will promptly pay to Lessor on demand all increased premium charges caused by the same for any or all of the following insurance on the building or buildings of which the damaged premises are a part:

Insurance on said building or buildings themselves against damage by fire, with extended coverage, demolition, sprinkler leakage and vandalism and malicious mischief endorsements; and

Lessor's rental insurance, if any; and

Use and occupancy insurance carried by Lessor as to any portion or portions of said building or buildings occupied by Lessor.

Without limiting the generality of any of the foregoing Lessee covenants and agreed that no so-called "red label" inflammable chemicals will be stored in, on or about the demised premises without the written approval of the Lessor; and that any other inflammable chemicals will be stored in accordance with all requirements of the New England Fire Rating Association (or any similar body succeeding to its powers) and any local Board of Fire Underwriters and in accordance with the requirements of all public authorities having jurisdiction with respect thereto.

.7. Lessee further agrees that Lessor may, at Lessor's option, remove and store in any public warehouse or elsewhere at Lessee's risk and expense and in the name of Lessee any or all property not removed from the demised premises at the expiration of two (2) weeks after the

termination of this Lease; and Lessee further agrees that if at the expiration of said two (2) week period Lessee shall be in default under the provisions hereof, Lessor may immediately or at any time thereafter and without notice, sell at public or private sale any or all of such property not so removed and apply the net proceeds of such sale to the payment of any sum or sums due hereunder, and that Lessor shall not be liable to Lessee or to any other person in any manner whatsoever by reason of such removal or sale or anything done in connection therewith except to apply the net proceeds of any such sale as aforesaid.

8. Lessee further covenants and agrees that ^{during} said term (including any extension or renewal thereof) and for such further time as Lessee shall hold the demised premises or any part thereof:

- (a) all property of any kind that may be on the demised premises shall be at the sole risk of Lessee;
- (b) Lessor shall not be liable to Lessee or to any other person for any injury, loss or damage to any person or property on or about the demised premises or the building or buildings of which the demised premises are a part, or the appurtenances thereof;
- (c) Lessee will save Lessor harmless and indemnified from and against all loss or damage occasioned by the use or misuse or abuse of water or of the plumbing, heating, elevator or other apparatus (if any), electric, gas or other fixtures, or by the bursting or leaking of any pipes or occasioned by any nuisance made or suffered on the demised premises; and
- (d) Lessee will save Lessor harmless and indemnified from and against any claim or damage on account of any accident occurring on or about the demised premises or the approaches appurtenant or adjacent thereto, or any elevators or other appurtenances (if any) used in connection therewith however caused, and from and against any and all loss, damage or liability, arising from any omission, neglect or default of Lessee;

provided, however, that notwithstanding any provision hereof of indemnification or exoneration of Lessor by Lessee Lessor shall not be indemnified, held harmless or exonerated from any liability to Lessee or to any other person for any injury, loss, damage or liability

arising from any omission, fault, negligence or other misconduct of Lessor on or about the demised premises or any elevators, stairways, hallways or other appurtenances used in connection therewith and not in the exclusive control of Lessee. Without limiting the foregoing obligations of Lessee, Lessee further covenants and agrees that Lessee will maintain throughout the term hereof public liability insurance insuring Lessee in amounts not less than \$300,000. with respect to injury to any one person, not less than \$1,000,000. with respect to injuries suffered in any one accident, and not less than \$50,000. with respect to property damage, and will deliver certificates of such insurance to Lessor, which certificates shall contain a provision that such insurance may not be cancelled without first giving at least ten (10) days' written notice to Lessor.

9. Lessor shall have the right (but shall not be obligated), but only after written notice to Lessee and failure of Lessee to cure the default within a reasonable length of time (provided, that no such notice shall be required in the case of a bona fide emergency), to cure any default by Lessee in the performance of any of Lessee's obligations hereunder, in which event Lessee covenants and agrees that promptly upon rendition of a bill therefor by Lessor, Lessee will pay all costs so incurred by Lessor.

10. This Lease shall, at the election of Lessor, be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage (including all advances heretofore or hereafter made thereunder) now or at any time hereafter a lien or liens on the building or buildings of which the demised premises are a part, and Lessee will, when and as often as requested in writing by Lessor, promptly execute and deliver one or more duly acknowledged written certificates showing the subordination of this Lease to any one or more such mortgages, deeds of trust or other instruments in the nature of a mortgage. Lessee hereby appoints Lessor attorney in fact of Lessee, irrevocable, to execute, acknowledge and deliver any and all such certificates for and on behalf of Lessee, and Lessee further agrees that Lessor shall be under no liability to Lessee on account of or resulting from or based upon or in connection with or relating to any foreclosure or entry to foreclose any such mortgages or deeds of trust or other instruments in the nature of a mortgage.

11. In the event that the entire demised premises shall be taken by right of eminent domain for any street or other public use by the act of any public or quasi-public authorities having jurisdiction, after the execution hereof and before the expiration of the term of this Lease, then this Lease and said term shall terminate, and all damages awarded for such taking shall be the sole property of Lessor. In case a portion of the demised premises or of the building or buildings of which they are a part shall be so taken by right of eminent domain, then all damages awarded for such taking shall be the sole property of Lessor, and Lessor may terminate this Lease by written notice to Lessee at any time after such taking and prior to the expiration of thirty (30) days after Lessee is actually deprived of possession of the part so taken; but it is further understood and agreed that in the event that the premises remaining after such a taking are not reasonably adequate for the conduct of Lessee's business, Lessee may terminate this Lease by written notice to Lessor within thirty (30) days after Lessee is actually deprived of possession of the part so taken. In the event that this Lease is not terminated after a partial taking as aforesaid, then it shall continue in full force and effect and Lessor shall restore what remains of the demised premises to such condition that the same are usable for the purposes permitted hereby, and the rent payable hereunder shall be equitably reduced according to the nature and extent of the part taken.

12. Provided, always, that in case the demised premises or any part thereof, or the whole or any part of the building or buildings of which they are a part shall be destroyed or damaged by fire or other casualty after the execution hereof and before the expiration of said term, then this Lease and the said term shall terminate at the election of Lessor by notice in writing to Lessee within thirty (30) days after such destruction or damage occurs or after such later date as such loss is finally adjusted with all applicable insurance companies; and if Lessor shall not so elect to terminate, then in case of any such destruction of or damage to the demised premises which renders the same or any part thereof unfit for use and occupation, a just proportion of the rent hereinbefore reserved, according to the nature and extent of the injury sustained by the demised premises, shall be suspended or abated until the demised premises shall have been put in condition fit for use and occupation.

13. Except as herein otherwise provided, Lessee may, at the expiration or within a reasonable time after any sooner termination of the term hereof (or of any extension or renewal thereof), remove all fixtures installed by Lessee; provided, however, that Lessee shall repair any damage caused by such removal.

14. In the event that -

- (a) Lessee shall fail to make any payment of rent, or any other payment required by the terms of this Lease, when due, and such default should continue for ten (10) days after written notice from Lessor to Lessee; or

- (b) Lessee should default in the performance of any of the other terms, covenants and conditions of this Lease on Lessee's part to be kept and performed and should fail to correct such default within twenty (20) days after written notice to Lessee from Lessor designating the nature of any such default; or
- (c) the estate hereby created shall be taken on execution or by other process of law; or
- (d) Lessee is declared bankrupt or insolvent according to law; or any assignment is made of Lessee's property for the benefit of Lessee's creditors; or a receiver of any part of Lessee's property shall be appointed by a court of competent jurisdiction, or a petition for a reorganization or arrangement under any of the provisions of the Federal Bankruptcy Act is filed by Lessee or is filed against Lessee and is approved;

then and in any of the said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance) Lessor may, by notice to Lessee, terminate and end this Lease and the term hereof and may, after such termination and ending and without any further notice or demand, enter into and upon the said premises, or any part thereof in the name of the whole, and repossess the same as of Lessor's former estate, and expel Lessee and those claiming through or under Lessee, and remove their effects (forcibly if necessary), without being taken or deemed to be guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant. Lessee covenants and agrees that in case of such termination and regaining of possession by Lessor of Lessor's former estate, or in the case of termination under the provisions of statute by reason of the default of Lessee, Lessee will:

- (i) pay to Lessor forthwith as damages a sum equal to the amount by which the then fair rental value of the demised premises is less than the rent reserved hereunder (including as rent reserved all additional payments Lessee is obligated to make hereunder and the value of all services Lessee is obligated to perform hereunder) for the balance of the term; and
- (ii) pay to Lessor sums equal to the rent reserved hereunder (as hereinabove defined) at the same times and in the same installments as herein provided, or if the premises hereby demised shall have been relet, sums equal to the excess of said rent reserved hereunder over the

sums actually received by Lessor; provided, that there shall first be credited against the obligations of Lessee under this subparagraph (ii) any sum actually paid by Lessee to Lessor under the preceding subparagraph (i).

15. No waiver by Lessor and no assent, expressed or implied, to any breach on the part of Lessee, or of anyone claiming through or under Lessee, of any covenant, agreement, condition or duty shall ever be held or construed as a waiver or consent to any other breach of the same or of any other covenant, agreement, condition or duty. In the event of a breach of Lessee of any covenant, agreement or condition which is conditioned upon the consent or approval of Lessor, neither the acceptance of rent by Lessor nor failure by Lessor to take action on account of such breach or to enforce any rights resulting therefrom shall be deemed a waiver, but such breach shall be a continuing breach until the written consent or approval of Lessor is obtained. No act or thing done or agreement made by Lessor or Lessor's agents shall be deemed an acceptance of a surrender of this Lease or of the demised premises except the delivery of an agreement for such acceptance in writing and signed by Lessor or a duly authorized agent. No assent by the Lessor to any assignment or subletting of the demised premises in a particular instance shall be held or construed to be an assent to any further or other assignment or subletting.

16. Lessor does hereby release Lessee of liability with respect to any destruction or damage caused by the fault or negligence of Lessee or its agents, servants or employees, to the extent that Lessor's insurance actually in force at time of any destruction or damage covers the loss incurred and permits such release; it being specifically understood and agreed that such release is not and shall not be effective to the extent that it is not permitted by the terms of any policy or policies in force when the destruction or damage occurs, and shall not be effective as to the amount of any destruction or damage which is so caused in excess of the amount recoverable by Lessor under insurance policies in force when the destruction or damage occurs.

Lessee does hereby release Lessor of liability with respect to any destruction or damage caused by the fault or negligence of Lessor or its agents, servants or employees, the extent that the Lessee's insurance actually in force at the time of any destruction or damage covers the loss incurred and permits such release; it being specifically understood and agreed that such release is not and shall not be effective to the extent that it is not permitted by the terms of any policy or policies in force when the destruction or damage occurs and shall not be effective as to the amount of any destruction or damage which is so caused in excess of the amount recoverable by Lessee under insurance policies in force when the destruction or damage occurs.

17. If any provisions of this Lease or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the Lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

18. All notices sent or required to be sent hereunder shall be sent by registered or certified mail, postage prepaid, addressed as follows:

To Lessor:

Rothstein Realty Trust
5 South Union Street
Lawrence, Massachusetts

To Lessee:

Lawrence Maid Footwear, Inc.
50 Island Street
Lawrence, Massachusetts

or to such other address of which notice as aforesaid has previously been given, and shall be deemed to have been given when so mailed.

All payments of rent shall be sent to Lessor at the address for Lessor listed above or to such other address of which notice as aforesaid has previously been given.

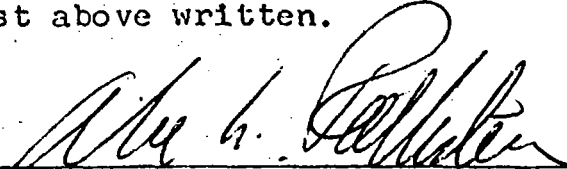
19. Lessee warrants and represents to Lessor that Lessee has dealt with no broker or third person with respect to this Lease or the demised premises and that no broker or third person has been the efficient cause of procuring Lessee's tenancy of the demised premises. Lessee covenants and agrees to indemnify Lessor against any brokerage claims by third persons claiming to have dealt with Lessee or to have brought the demised premises or Lessor to the attention of Lessee.

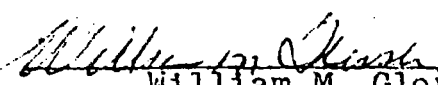
20. It is understood and agreed that the covenants and agreements of the parties hereto shall run with the land and that no covenant or agreement of Lessor, expressed or implied, shall be binding upon Lessor except in respect of any breach or breaches thereof committed during Lessor's seisin and ownership of the demised premises. If Lessor acts as a Trustee or Trustees of a trust in making this Lease, only the estate for which Lessor acts shall be bound hereby, and neither any such Trustee executing this Lease as Lessor nor any shareholder or beneficiary of such trust shall be personally liable upon any of the covenants or agreements of Lessor expressed

herein or implied hereunder or otherwise because of anything arising from or connected with the use or occupation of the demised premises by Lessee. Reference in this Lease to Lessor or to Lessee and all expressions referring thereto mean the person or persons, natural or corporate, named above as Lessor or as Lessee, as the case may be, and the heirs, executors, administrators, successors and assigns of such person or persons, and those claiming through or under them or any of them, unless repugnant to the context. Any person who signs this Lease for Lessee in a representative capacity warrants and represents that he or she is duly authorized to do so. This Lease contains all the agreements of the parties hereto and there have been no representations or understandings other than those included herein.

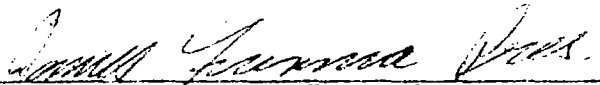
IN WITNESS WHEREOF Lessor has hereunto set its hand and seal and the Lessee has caused its corporate seal to be affixed hereto and these presents to be executed on its behalf by a duly authorized officer, on the day and year first above written.

As Trustees
of
Rothstein
Realty Trust
and not
individually


Abe L. Rothstein


William M. Glosky

LAWRENCE MAID FOOTWEAR, INC.

By 
James Forma, President



Lawrence Maid Footwear, Inc.

MANUFACTURERS OF FOOTWEAR

0 ISLAND STREET - LAWRENCE, MASSACHUSETTS 01840

January 15, 1970

UNION REALTY COMPANY
5 South Union Street
Lawrence, Massachusetts 01843

Attention: Mr. Abe Rothstein

Gentlemen:

In accordance with our conversations, Rothstein Realty Trust agrees to lease to us, the "so called" office building, unheated and in "as is" condition, which is adjacent to the building at 5 So. Union St., Lawrence, Mass., approx. footage 2800 ft. 1st floor, 2400 ft. 2nd floor.

It is understood that beginning January 1, 1970, a rental of \$100.00 per month shall be paid by us for this space and the term of this rental shall run the same time as a lease between Rothstein Realty Trust, and Lawrence Maid Footwear, Inc., dated November 27, 1967 for space at 5 So. Union Street, Lawrence, Mass., from January 1, 1968 through December 31, 1972.

It is understood that we intend to use gas for gas heaters, properly installed in this area. It is understood that Lawrence Maid Footwear, Inc., shall pay all gas charges above regular gas company charges made by the gas company to Rothstein Realty Trust, (or Union Realty Co.) during the last billing period, just prior to January 1, 1970.

It is understood and agreed that this agreement herein does in no way change or effect the terms and obligations of the above mentioned lease between the Lawrence Maid Footwear, Inc. and Rothstein Realty Trust, dated November 27, 1967, for period of January 1, 1968 through December 31, 1972 including option to extend the term for 5 years from 1973 through 1977.



Lawrence Maid Footwear, INC.

MANUFACTURERS OF FOOTWEAR

0 ISLAND STREET - LAWRENCE, MASSACHUSETTS 01840

January 15, 1970

-2-

The proper signatures affixed below, by your officer and both copies returned to me for our signature, will complete the transaction. I will, of course return one completely signed copy to you.

Yours very truly,
LAWRENCE MAID FOOTWEAR, INC.

Aaron
I on Aaron

As trustees
of

Rothstein Realty Trust
and not individually

Lawrence Maid Footwear, Inc.

By

Gordon Lauder
Gordon Lauder, Vice President

Sales Office

ALLAN A. FOSS SALES CO.

407 LINCOLN RD. MIAMI BEACH FLORIDA 33139
200 S. MICHIGAN AVENUE, CHICAGO, ILL. 60604



Lawrence Maid Footwear, INC.

MANUFACTURERS OF FOOTWEAR

50 ISLAND STREET - LAWRENCE, MASSACHUSETTS 01840

August 6, 1970

Rothstein Realty Trust
C/o Abe L. Rothstein
Whale Cove
Rockport, Massachusetts 01966

Gentlemen:

Lawrence Maid Footwear, Inc. is proposing to sell its business to W. R. Grace & Co. ("Grace"). The business would in the future be operated as the Lawrence Maid Footwear Division of Grace under the present management.

You have leased to the aforesaid Lawrence Maid Footwear, Inc. a portion of floor, number 1A, of the building known and numbered as 5 South Union Street, Lawrence, Massachusetts, for a term of five years beginning with the first day of January, 1968, and the adjacent "office building" for a term of three years beginning January 1, 1970.

The interest of Lawrence Maid in this lease is to be assigned to Grace as part of the business transfer referred to above.

We would appreciate your consenting to this assignment by signing the enclosed copy of this letter and returning it to us.

Very truly yours,

LAWRENCE MAID FOOTWEAR, INC.

By James L. Forma
James L. Forma, President

We consent to the above-mentioned assignment on condition that Grace assume liability by an instrument satisfactory to us
August 12, 1970

As Trustees of Rothstein Realty Trust
and not as individuals

Sales Office

ALLAN A. FOSS SALES CO.

407 LINCOLN RD. MIAMI BEACH FLORIDA 33139
200 S. MICHIGAN AVENUE, CHICAGO, ILL. 60604

Quitclaim Deed

136

Know All Men By These Presents, that Superior Shoe Company, a corporation established under the laws of the State of Illinois and having its regular place of business at 50 Island Street, Lawrence, Essex County, Massachusetts

~~for a consideration of One Hundred Dollars (\$100.00) paid, grants~~ ^{being unrecorded,}
W. R. Grace & Co., a Connecticut corporation, with an usual place of business at 7 Hanover Square, New York, New York

with **Quitclaim Covenants**, that land in said Lawrence, together with the buildings thereon, situated on the Easterly side of Union Street and the Southerly side of Island Street, and being bounded and described as follows:

WESTERLY by said Union Street, 107 feet;
NORTHERLY by land now or formerly of Robert H. Goldbaum and Mitchell M. Segal, 196.4 feet;
WESTERLY by last named land, 79.57 feet;
NORTHERLY by last named land, 68.66 feet;
WESTERLY by last named land, 217.85 feet;
NORTHERLY by said Island Street, 473 feet;
EASTERLY by land now or formerly of G.W. Hamblet Machine Co., 380 feet; and

SOUTHERLY by the Merrimack River, 858.33 feet.

Containing 240,543 square feet, more or less.

There is also hereby conveyed all the grantor's rights of record or otherwise in and to said Island Street and in and to any mill power rights with the Essex Company, together with all appurtenant rights of record running with the said premises.

Being the same premises conveyed to the grantor by deed of Howard N. Feist, Jr., et als., Trustees, dated September 4, 1969, recorded with Essex No. District Registry of Deeds in Book 1140, Page 13.

Said premises are conveyed subject to real estate taxes to be assessed for the year 1970 which the grantee hereby assumes and agrees to pay; and to a first mortgage given by said Superior Shoe Company to said Howard N. Feist, Jr., et als., Trustees, dated September 4, 1969, recorded with said Registry of Deeds in Book 1140 Page 14, which the grantee herein also assume and agrees to pay, in the present balance of \$1,060,000.00.

The consideration for this deed is \$1,541,306.00 paid in / shares of W.R. Grace & Co. common stock.

~~All we hereby jointly and severally release to the grantee all rights of tenancy by the entirety, dower, homestead and all other interests in the granted premises~~

~~Executed as a sealed instrument, this~~

~~day of~~

~~19~~

In witness whereof, said Superior Shoe Company has caused its corporate seal to be affixed hereto and these presents to be signed, acknowledged and delivered in its name and behalf by James L. Forma, its President and Treasurer, this 23rd day of October, 1970.

Massachusetts Deed Excise Stamps
in sum of \$ 1097.82
affixed and cancelled on this
instrument.

SUPERIOR SHOE COMPANY

By James L. Forma

its President & Treasurer

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

Then personally appeared the above named James L. Forma, President and Treasurer, and acknowledged the foregoing instrument as and to be the free act and deed of the Superior Shoe Company before me,

STEPHEN F. LOPIANO, JR.
Notary Public

CERTIFICATE OF VOTE

that at a meeting of the Directors of SUPERIOR SHOE
duly called and held on 1970, at which all of the Directors
were present, upon motion duly made and seconded it was unanimously
VOTED That James L. Forma, President and Treasurer,
be, and he is hereby, authorized and directed, in the name and behalf of
the corporation, to execute, acknowledge, seal and deliver to
W. R. Grace & Co. Grantee
a Quitclaim Deed to that real property of the corporation

A true copy of Record.

Attest:

Clerk

Quitclaim Deed

Superior Shoe Company

W. R. Grace & Co.

ESSEX REG. OF DEEDS
NOT DIST.

OCT 23 1970

124 55 P. M.
BOOK 116 PAGE 136
RECORDED

REGISTRY OF DEEDS
Northern District of Essex S.S.
RECEIVED Law. Oct. 22 1970 P.M.
at 12 O'CLOCK 55 1161
AND RECORDED IN BOOK 116
Page 136
TESTED
REGISTER

FROM THE OFFICE OF
STEPHEN L. LOFLIN
COUNTY CLERK
LAWRENCE, MASSACHUSETTS

RETURN TO

Adm + Rose +
74 State
Mass

CERTIFICATE

I, JAMES L. FORMA, President of Lawrence Maid Footwear, Inc., a New York corporation ("Lawrence"), and President of Superior Shoe Company, an Illinois corporation ("Superior"), DO HEREBY CERTIFY pursuant to Section 10.13 of the Agreement and Plan of Reorganization ("Agreement") of even date among W. R. Grace & Co., Lawrence, Superior and the shareholders of Lawrence and Superior as follows:

(a) Superior owns in fee simple absolute the real property consisting of approximately 5.5 acres of land situated in Lawrence, Massachusetts, and commonly known as 50 Island Street, which property includes a five story mill-type building of masonry wall construction containing approximately 240,543 square feet of factory and office space, which real property is more fully described in a quitclaim deed dated September 4, 1969 from the Trustees of the Textile Properties Trust to Superior, a true and complete copy of which deed is attached hereto; and

(b) Lawrence is the lessee of space in a portion of Floor No. 1A of the building commonly known as 5 South Union Street, and of Floors 1 and 2 of an adjacent office building, situated in Lawrence, Massachusetts, and has other rights under leases dated November 24, 1967 and January 15, 1970 between the Trustees of Rothstein Realty Trust and Lawrence, which space and rights are more particularly described in said leases, true and complete copies of which leases, with all amendments and supplements thereto and modifications thereof, are attached hereto.

And I DO HEREBY FURTHER CERTIFY that except for the interests in real property referred to in paragraphs (a) and (b) above, neither Lawrence nor Superior owns any real property, or leases (as lessee or lessor) any real property, or has any other interest in any real property.

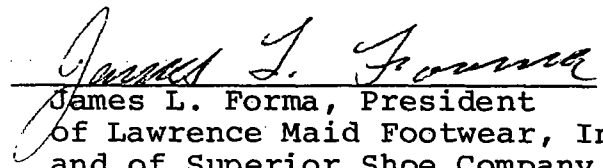
And I DO HEREBY FURTHER CERTIFY that except for a mortgage granted by Superior to Howard M. Feist, Jr., Barbara S. Feist and John F. Cogan, Jr., as Trustees of Textile Properties Trust to secure payment of a promissory note dated September 4, 1969 in the original principal amount of \$1,190,000 (which mortgage is recorded with the North District of Essex Registry of Deeds in Book 1140, Document No. 444), a true and complete copy of said mortgage having been heretofore delivered to Grace pursuant to Section 10.19 of the

Agreement, Superior has good, indefeasible and marketable title in fee simple absolute to the real property described in paragraph (a) above, free and clear of all security interests, liens, encumbrances, mortgages, pledges, equities, charges, assessments, easements, covenants, restrictions, reservations, encroachments and other burdens, whether or not the same constitute a lien or render said title unmarketable.

And I DO HEREBY FURTHER CERTIFY that none of the rights of Lawrence under the leases referred to in paragraph (b) above will be impaired by the consummation of the transactions contemplated by this agreement, and that all of the rights of Lawrence thereunder will be enforceable by Grace after the Closing.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of Lawrence and Superior and affixed the respective seals of Lawrence and Superior this 23rd day of October, 1970.

[Corporate Seal]


James L. Forma, President
of Lawrence Maid Footwear, Inc.
and of Superior Shoe Company

[Corporate Seal]

Lawrence Maid Footwear, Inc.

ASSIGNMENT OF LEASES

KNOW ALL MEN BY THESE PRESENTS, that LAWRENCE MAID FOOTWEAR, INC., a New York corporation ("Lawrence"), having its principal office at 50 Island Street, Lawrence, Massachusetts, for a valuable consideration does hereby assign to W. R. GRACE & CO., a Connecticut corporation ("Grace"), having its principal office at 3 Hanover Square, New York, N. Y. all of Lawrence's right, title and interest in and to and all of Lawrence's rights under (1) the Indenture of Lease dated November 24, 1967 between Abe L. Rothstein, William M. Glovsky and Jack Rosenfield, Trustees of Rothstein Realty Trust, and Lawrence relating to a portion of Floor No. 1 A of 5 South Union Street, Lawrence, Massachusetts and (2) the letter agreement dated January 15, 1970 between said Trustees and Lawrence relating to a portion of the first floor and of the second floor of an adjacent building.

TO HAVE AND TO HOLD the same unto Grace, its successors and assigns, forever.

IN WITNESS WHEREOF, Lawrence has caused these presents to be signed by its proper corporate officers thereunto duly authorized and its corporate seal to be hereunto affixed this 23rd day of October, 1970.

LAWRENCE MAID FOOTWEAR, INC.

[Corporate Seal]

By James L. Furman
President

ATTEST:

William P. Foss
Secretary

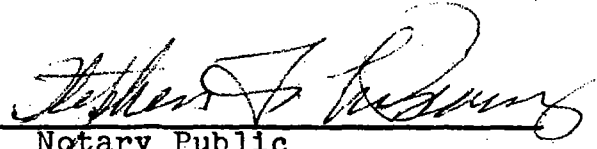
COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF ESSEX)

SS:

October 23, 1970

Then personally appeared the above named James L.

Forma, President of Lawrence Maid Footwear, Inc., and
acknowledged the foregoing instrument as and to be the
free act and deed of Lawrence Maid Footwear, Inc., before
me,

A handwritten signature in cursive script, likely reading "Stephen J. [illegible]", is written over a horizontal line.

Notary Public